

**This was the only change made to the PWS that was attached to the original Solicitation. There were no amendments to the solicitation, and no other mods that changed the PWS.**

Modification P00002 made the following change:

The purpose of this modification is to increase labor hours under CLIN 1002 for the 2nd Agile Coach under the Base Period. The 2nd agile coach is also revised from Labor Hours to Firm Fixed Price for all contract periods.

CLIN 1002: Agile Coach 2, 1 FTE, (delete from NTE 1,960 hours)

CLIN 2002: Agile Coach, 1 FTE, (delete from NTE 1,960 hours)

CLIN 3002: Agile Coach, 1 FTE (delete from NTE 1,960 hours)

# **PERFORMANCE WORK STATEMENT**

For

## **AGILE COACHING AND TRANSFORMATION SERVICES**

**A procurement by the  
U.S. General Services Administration  
Region 5 Federal Acquisition Service, Acquisition Operations Division  
on behalf of  
GSA/FAS Office of Systems Management (OSM)  
Common Acquisition Platform (CAP)  
Washington, DC**

**Solicitation Number TBD  
Contract Number GS-06F-0674Z, 8(a) STARS II**

**This requirement is being solicited as a Task Order under the  
Information Technology Equipment, Software, and Service IT Schedule 70**

**NAICS 541519 – Other Computer Related Services  
D399 IT and Telecom- Other IT and Telecommunications**

## Contents

1 Background: .....	5
Definitions .....	5
Government Mission & Procurement Objective .....	5
2 Requirements Overview .....	6
CAP - Orientation .....	6
CAP Divisions .....	6
Procurement Vehicle .....	7
Period of Performance .....	7
Resources .....	7
Placement and Management of Work .....	8
Customers .....	8
Performance Monitoring .....	8
3 Assumptions .....	8
4 Primary Performance Objectives (Technical) .....	8
Technical Objectives Background .....	8
Overarching Technical Objectives .....	9
Objective 1 – Program Planning .....	9
Objective 2 - Agile Assessment .....	9
Objective 3 – Agile Coaching .....	10
Objective 4 – Strategic Transformation .....	11
5 Meeting Objectives .....	11
Meeting Objective 1 – Initial Business/Kickoff Meeting .....	11
Meeting Objective 2 – Ad hoc Technical / Work Status / Administrative Meetings .....	12
Meeting Objective 3 – Contract Administration Meetings .....	12
6 Contract-wide Objectives .....	12
Contract-wide Objective 1 – Contract and Project Management .....	12
Contract-wide Objective 2 – Subcontract Management .....	12
Contract-wide Objective 3 – Business Relations .....	13
Contract-wide Objective 4 – Contractor Response .....	13
Contract-wide Objective 5 – Team Continuity and Employee Retention .....	13
Contract-wide Objective 6 – Professional Appearance .....	13
7 Deliverables .....	13
Events, Items, Time of Delivery, Place of Delivery .....	13
Data Requirements / Descriptions .....	15
Contractor Employee Non-Disclosure Agreement. ....	15
Funds and Man-Hour Expenditure Report / Cost Performance Report .....	15
Monthly Status Report (MSR) .....	16
Other Reports .....	16
8 Additional Performance Requirements .....	17
Location of Work .....	17
Time of Work .....	17
Normal Hours .....	17
Holidays .....	17
Government Closures or Shutdown .....	18
Performance at the Contractor’s Facilities .....	18
Travel .....	18
Limitations on Contractor Performance .....	18

Privacy Act Requirements	19
Personal Services	19
Rehabilitation Act Compliance (Section 508)	20
Avoidance and/or Mitigation of Actual or Potential Organizational Conflicts of Interest	20
9 Personnel Requirements.....	21
Personnel Qualifications – General	21
Personnel Qualifications – Agile Coaches	21
Key Personnel	22
Definition & List of Key Personnel	22
Key Personnel Substitution	22
Staff Maintenance	23
Contractor Employee Work Credentials.	23
10 Security Requirements .....	24
Compliance with Security Requirements	24
Personal Identity Verification	24
Facility Access – Identification Badges	24
Sensitive But Unclassified Information	24
Non-Disclosure Statement	25
Compliance with Security Requirements	25
11 Quality Assurance and Quality Control.....	25
Contractor Quality Control Plan (QCP)	25
Government Quality Assurance Surveillance Plan (QASP)	26
12 Government Furnished Items .....	26
Data	26
Equipment – Tools - Accessories	26
Materials	26
Facilities	26
Safeguarding Government Furnished Property - Physical Security	27
Training	27
Government-Furnish Services	27
13 Government Delays in Reviewing Deliverables or Furnishing Items .....	27
14 Notices.....	28
Contracting Officer’s Representative (COR)	28
Government – GSA Technical Representatives - Task Management	28
15 Contact Information.....	28
Contractor Contacts	28
Government Contacts	28
16 Additional Provisions .....	29
Data Rights	29
Limited Use of Data	29
Proprietary Data	29
Intellectual Property	30
Inspection and Acceptance	30
Contract Type	30
Ceiling Price Notification	30
Task Order Funding	30
Material and Material Handling Costs	30
Productive Direct Labor Hours	31
Invoicing and Payment	31
Payment for Unauthorized Work	31

Payment for Correction of Defects	31
Attachments .....	31
QASP (Quality Assurance Surveillance Plan)	31

## 1 Background:

### *Definitions*

**CAP** – mission is to deliver high-quality user-centered solutions to FAS business owners.

**CO** – Government Contracting Officer

**COR** – Contracting Officer’s Representative (See Section 14, below)

**FTE** – Full Time Equivalent, the number of labor hours equal to those that would be worked by one employee in a year. For this procurement action 1960 hours is considered an FTE.

**CPARS – Contractor Performance Assessment Reporting System** – This is a system that generates reports that are created by the government evaluators to document contractor performance.

**Normal Workweek** - A workweek is 40 hours.

**Overtime** - Time worked by a contractor’s employee in excess of the employee’s normal workweek. (Note: Premium pay is not authorized under this task order for overtime work.)

**Quality Assurance** - A planned and systematic pattern of all actions necessary to provide confidence to the government that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purpose of this document, Quality Assurance refers to actions by the government.

**Quality Assurance Personnel (QAP)** - A functionally qualified government person(s) responsible for surveillance of contractor performance and providing communications to the contractor(s) and PCO.

**Quality Assurance Surveillance Plan (QASP)** - A plan detailing the contract surveillance procedures and containing the **Objectives, Measures and Expectations** that will be used to evaluate contractor performance of the PWS objectives.

**Quality Control** - Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

**TO** – Task Order

### *Government Mission & Procurement Objective*

Federal Acquisition Service (FAS) is faced with the challenge of an increasingly complex operating environment, and over the past few years has begun to adopt a more enterprise-wide approach to its processes and investment decisions. In support of this goal, OSM

serves as the IT systems program and product management resource for FAS. OSM works with portfolio, category, budget, customer and acquisition leaders to re-engineer existing FAS business processes, enhance existing acquisition systems, and/or integrate new IT products and systems. OSM is responsible, in conjunction with the business portfolios and partnering with GSA IT, for delivering quality, secure, user-centered solutions to the FAS workforce, customers and industry partners. OSM is developing an operation strategy to combat the problems at the strategic and tactical levels.

The Common Acquisition Platform (CAP) operates under the auspices of OSM. CAP's mission is to deliver high-quality user-centered solutions to FAS business owners. Its goal is to enable improvements in acquisition outcomes for federal customers. CAP's guiding principles for information systems are to keep it reliable, be economical, and aim to reduce burden under the premise of serving as the product manager for FAS procurement-related systems.

The objective of this task order (TO) is to obtain contractor support to coach Agile practices (such as Scaled Agile Framework, Kanban, Scrum and other Agile methodologies) and help transform CAP into a more Agile centric business unit. The assessment and coaching services shall support CAP in the transition from traditional project management to product management while incorporating a Lean Agile mindset and culture to support DevSecOps and modern software delivery practices.

***Project History*** Currently, there are challenges within FAS and GSA IT where teams do not interoperate at an optimum or efficient level. As an integrator, OSM seeks to incorporate Lean Agile practices to unify, scale across the enterprise and deliver value. "Consequently there are challenges within OSM and CAP where teams do not interoperate at an optimum or efficient level, including with its IT partners and other stakeholders. CAP is committed towards utilizing Agile techniques to shift the paradigm considering the benefits of improved responsiveness to change and enhanced focus on value delivery. CAP initiated a series of Agile-related special topic Community of Practice (CoP) sessions, SAFe training, and an assessment of its Agile maturity in 2017. Furthermore, CAP also provided staff training in agile methods. CAP has made significant strides over the past three years in that regard in that the program is now in the mid-stages (2017 –present) of implementing and applying agile concepts.

## **2 Requirements Overview**

### ***CAP - Orientation***

#### **CAP Divisions**

CAP, headed by an Assistant Commissioner and Deputy Assistant Commissioner, is divided into three divisions: Program Management Division, Operations Division and Transformation Division.

- **Project Management Division:** provides leading expertise and support to the CAP organization, in the areas of program management, financial oversight, contracts management, communications, human resources, and administrative support.

- The Operations and Transformation Divisions include product owners that work with the business lines and GSA IT to support OSM’s mission to help re-engineer existing FAS business processes, enhance existing acquisition systems, or integrate new IT products and systems. A key component of this is supporting the implementation of enterprise-wide agile practices.

OSM CAP serves as the program management resource for FAS, working with portfolio, category, budget, customer, and acquisition leaders to help re-engineer existing FAS business processes, enhance existing acquisition systems, or integrate new IT products and systems.

### ***Procurement Vehicle***

This task order will be placed on a non-competitive basis under the Ascella Technologies, Inc 8(a) STARS II Government-wide Acquisition Contract (GWAC), #GS-06F-0674Z.

### ***Period of Performance***

The maximum potential period of performance of this order is three years starting on the date of Task Order award or designated effective date; with a Base Period of 12 months and two Option Periods of 12 months each. The Government reserves the unilateral right to exercise an option period prior to the expiration of the Base or current option period. The Government shall give the Contractor at least 30 days prior notice of its intent to exercise the option.

Planned performance periods are as follows:

Base year	20 Mar 2020 – 19 Mar 2021
Option year 1	20 Mar 2021 – 19 Mar 2022
Option year 2	20 Mar 2022 – 19 Mar 2023

### ***Resources***

Under this contract/task order, unless otherwise stipulated (see Section 12 – Government Furnished Items), the Contractor shall furnish or provide all personnel, personnel management and supervision, all related internal supporting business functions (including background and “overhead” personnel), materials, supplies, equipment, and facilities to perform the full range of technical and administrative services required by this contract/task order.

During the course of this contract/task order, the Government may make additional Government Furnished Items (GFIs) -- materials, equipment, and facilities -- available upon receipt of a written request from the Contractor to the Government’s Technical Representative. These GFIs, if provided, would be in addition to those initially set forth in Section 12.

The contractor shall provide fully trained personnel. (Reference “Staff Employee



Requirement” in Section 9 of this PWS.)

Government personnel will be made available to provide technical input, answer questions, review completed draft deliverables, provide feedback, and provide shipping directions for deliverables.

### ***Placement and Management of Work***

All work under this Task Order shall be assigned through the Contractor’s Project Manager. [Note: For this requirement an Agile coach may also perform the project manager functions.] The Government COR will coordinate all work with the Contractor’s Project Manager and will provide the Contractor’s Project Manager with assignments and the Agile coaching schedule(s) using a Task Directive form or other written documentation as agreed upon by the parties. Contractor employees shall perform work as specified in this task order as directed by the Contractor’s designated project manager, who shall have full responsibility for the assignment and monitoring of Contractor employee activities. All work shall be performed within the scope of this PWS and the Government will not ask or require the Contractor to perform work that is outside of the scope of this task order. (See Section 6 – Contract-wide Objectives 1, below, for details.)

### ***Customers***

The customer and recipient of all work performed under this contract order is GSA CAP Washington, DC.

### ***Performance Monitoring***

Contractor performance shall be monitored by the Government representatives in accordance with the Government’s Quality Assurance Surveillance Plan (QASP) (see Section 11, below).

## **3 Assumptions**

The contractor shall employ a staff with sufficient experience and expertise to perform each of the tasks in PWS.

## **4 Primary Performance Objectives (Technical)**

### ***Technical Objectives Background***

Agile refers to the working philosophy and organizational cultural change as expressed in the Agile Manifesto and Agile Principles (<http://agilemanifesto.org/>), most appropriate for the development of large, complex information technology systems.

Agile includes several different frameworks in its approach. For the purposes of this TO, the Agile framework preferred is Scaled Agile Framework (SAFe). All references to Agile hereon in refer to the SAFe framework of Agile.

The adoption of Agile practices is unlike any other traditional new management practice

where an organization tends to incorporate the new knowledge and style into its existing practices, with a mild impact on the organizational culture.

Agile dramatically impacts a wide variety of existing working practices within an organization, and triggers a significant organizational culture change that cannot be accommodated overnight. Thus, simply learning the knowledge about Agile is in itself insufficient for a staff or organization to become competent in implementing Agile. The Agile experience (i.e. doing it as opposed to reading or learning about it) differs significantly from traditional project management (“waterfall”) practices used in the federal government which remains highly hierarchical, linear, and bureaucratic in its standard operating procedures and organizational structures.

### ***Overarching Technical Objectives***

The overall objective of this TO are to:

Program Planning  
Continued Adoption of Lean Agile practices.  
Provide Agile Coaching  
Provide Strategic Agile Transformation Services

#### ***Objective 1 – Program Planning***

To meet this objective, the Contractor shall perform the following planning functions.

4.1.1 Contractor shall participate in project kick-off. Kick-off will ensure that stakeholders understand the scope of the initiative, plan of action and milestones, and inherent risks. The contractor shall provide Non-Disclosure Agreements (NDA) for all designated personnel prior to the kickoff meeting.

4.1.2 Contractor shall develop milestone deliverables. Milestone deliverables include program/project management plans, risk management plans, communications plans and estimated durations for proposed activities. Contractor shall provide consulting services in measuring activity durations towards the target To-be state.

4.1.3 Contractor shall ingest and structure data to develop visual models and scorecards for OSM Senior Leadership.

4.1.4 Contractor shall document progress and adherence to metrics to provide updates for OSM Senior Leadership.

#### ***Objective 2 - Agile Assessment***

To meet this objective, the Contractor shall perform the following assessment(s)

4.2.1 Contractor shall perform an initial assessment of CAP's current Agile operations. This assessment should serve as the framework for development of the coaching curriculum/methodology.

4.2.2 Contractor shall assess the current state of CAP's Agile Maturity and provide feedback on how to best position CAP to accommodate traditional project management requirements, budgeting, contracting, and reporting with Agile practices, documentation and reporting. To perform this initial assessment, the contractor shall recommend and select an Agile Maturity Model that is most suitable for CAP. The assessment update should include input from interviews with leadership, product owners, technical leads and project managers of contractor teams, although it not need be as extensive as the initial assessment. Contractor shall develop a set of metrics in their delivery of the assessment. Those metrics will be utilized to measure progress at the program and project level. It should also include the observations gained from viewing Agile ceremonies, including Release Planning. The results of the assessment should be documented and delivered in an Agile Maturity Model Assessment Report.

4.2.3 Contractor shall conduct an annual Agile Maturity Model Assessment and provide quarterly updates of the CAP Program. The purpose of this assessment is to determine and document changes to the level of maturity of the CAP program that was documented in the initial assessment and any previous assessment updates. The Contractor shall provide pertinent recommendations for moving CAP to a higher maturity level. The assessment update should include input from interviews with leadership, product owners, technical leads and project managers of contractor teams, although it not need be as extensive as the initial assessment. It should also include the observations gained from viewing Agile ceremonies, including Release Planning. The results of the assessment should be documented and delivered in an Agile Maturity Model Assessment Update Report. (See Section 7 – Deliverables, below.)

### ***Objective 3 – Agile Coaching***

To meet this objective, the Contractor shall perform the following Agile Coaching functions

4.3.1 Contractor shall provide 2 Scaled Agile Program Consultants (SPC). 1 SAFe Certified Coach to work side-by-side with project teams as employees execute Agile practices. The coach shall assist in transitioning project teams away from traditional waterfall project-based practices into the incorporation of Lean Agile mindset to meet desired outcomes.

4.3.2 Contractor shall coach CAP and its FAS business partners in adopting Agile methodologies within the GSA work environment.

4.3.3 Contractor shall provide coaching services in how to overcome internal barriers by assisting with tasks such as defining Definition of Done and navigating through difficult Agile issues.

4.3.4 Contractor shall provide coaching services in adopting and applying an Agile mindset that serves CAP and its FAS business partners with implementing a product vision that

continuously improves.

4.3.5 Contractor shall provide consulting services and advice on how best to protect dedicated agile teams from being tasked with non-Agile work assignments.

4.3.6 Contractor shall identify root causes when Agile team(s) are veering away from Agile practices and recommendations for how to steer the team(s) back to Agile practices.

4.3.7 Contractor shall provide support and consulting services on Agile based tools and applications (e.g. JIRA).

4.3.8 Contractor shall work with CAP's Senior Leaders, project managers, business analysts, IT specialists, product owners and others who are responsible for forward progress. Contractor shall work directly with CAP Senior Leadership to develop an As-is and To-be target state for Enterprise Agility and behavioral change (CAP Coaching Plan) with respect towards adopting an industry standard framework like SAFe to enable Business Agility.

#### ***Objective 4 – Strategic Transformation***

To meet this objective, the Contractor shall perform the following Strategic Transformation functions

4.4.1 Contractor shall provide Lean Portfolio Management consulting services for CAP Senior Leadership. The contractor shall work directly with CAP Senior Leaders to develop, validate, and implement an agile focused strategic vision and roadmap at the portfolio level.

4.4.2 Contractor shall assist in establishing and identifying agile champions and advocates.

4.4.3 Contractor shall develop an executive summary/presentation for presentation to CAP Senior Leadership.

## **5 Meeting Objectives**

To accomplish the Meeting Objectives of this Task Order the Contractor shall participate in the following meetings. Nothing discussed in any meetings or discussions between the Government and the Contractor shall be construed as adding, deleting, or modifying contractual agreement without written authorization from the Contracting Officer.

#### ***Meeting Objective 1 – Initial Business/Kickoff Meeting***

Within five (5) business days following the Task Order award date (or other time mutually agreed between the parties), the Contractor representatives will meet with the GSA Contracting Officer, GSA COR, and Government program manager or designee to review the contractor's understanding of the requirements, goals and objectives of this task order. The contractor shall also address the status of any issues that will affect contractor start-up/ramp-up toward achieving full service/support capability. The Contractor shall be responsible for taking minutes of this meeting with coordinated input

from all participants.

***Meeting Objective 2 – Ad hoc Technical / Work Status / Administrative Meetings***

The Contractor shall, if requested by the Government, participate in monthly status meetings or ad hoc technical meetings or ad hoc work status meetings at a mutually agreeable time and place to discuss tasking, work progress, technical problems, performance issues, or other technical matters. During these meetings the Contractor shall at least provide accomplishments, problems and issues and planned actions. The Contractor shall take minutes of these meetings and include them in a Monthly Status Report (Data Item A003). These meetings will occur at a time and place mutually agreed upon by the parties. The content of meetings shall be documented in writing. Minutes shall be approved by both parties and shall be included in the Government contract file.

***Meeting Objective 3 – Contract Administration Meetings***

The Contracting Officer (CO) may require the authorized Contractor representative to meet or participate in a teleconference with authorized Government personnel as often as deemed necessary to discuss contract performance or administrative issues. The Contractor may also request a meeting with the CO when deemed necessary. The content of meetings shall be documented in writing. Minutes shall be approved by both parties and shall be included in the Government contract file.

## **6 Contract-wide Objectives**

***Contract-wide Objective 1 – Contract and Project Management***

The Contractor shall be solely responsible for managing the work performed in the execution of this contract/order. This includes the responsibility to –

- Assign appropriate resources to each task
- Maintain clear organizational lines of authority
- Ensure effective contract task management and administration
- Establish and use proven policies, processes, analyses, and best practices
- Provide a kanban/board with status of all work items (as applicable)
- Coordinate all work with the Government's technical representative
- Update Government representatives on work progress and task milestones during the monthly status meetings
- Prepare and present a monthly status report of work activities
- Prepare a Funds and Manpower Expenditures Report each month to support any cost reimbursable (not fixed price) amounts invoiced.

***Contract-wide Objective 2 – Subcontract Management***

The Contractor shall be fully responsible for management, control, and performance of any Subcontractor used on this contract. If a Subcontractor is being used, the Prime Contractor must inform the Government. Use of a Subcontractor on the Contractor's team shall not relieve the Prime Contractor of responsibility nor accountability in the execution of this contract/order.

### ***Contract-wide Objective 3 – Business Relations***

A primary element of project success is the business relationship between the Contractor and Government representatives. Within this context the Government will monitor the Contractor's contribution to business relations and provide feedback when required. The Contractor shall make every effort to establish and maintain clear and constant communication channels with the Government representatives (e.g., CO, COR) of this contract for the purpose of:

- Promptly identifying PWS and/or business relationship issues of controversy and the bilateral development and implementation of corrective action plans.
- Ensuring the professional and ethical behavior of Contractor personnel.
- Maintaining effective and responsive Subcontractor management (if applicable).
- Ensuring the Contractor support team is fully aware and engaged in strengthening the interdependency that exists between the Contractors and their Government counterparts.
- Facilitating Contractor–Government collaboration for continuous improvement in the conduct of PWS tasks, reducing risks, costs and meeting the mission needs of the Government.

### ***Contract-wide Objective 4 – Contractor Response***

The contractor shall ensure prompt response to Government inquiries, requests for information or requests for contractual actions.

### ***Contract-wide Objective 5 – Team Continuity and Employee Retention***

The Government recognizes the benefits in maintaining the continuity of contractor team members. These benefits include but are not limited to retention of corporate knowledge, minimizing loss of project familiarization, maintaining/increasing performance levels, maintaining schedules, and preserving organizational interfaces developed over time. These benefits also accrue to the Contractor. Within the context of effective and efficient personnel management, the Contractor shall take reasonable and appropriate steps to retain the qualified employees staffed against this contract to maintain continuity and performance while effectively reducing costs borne by the Government.

### ***Contract-wide Objective 6 – Professional Appearance***

Contractor employees shall present a neat and professional appearance appropriate to the work being performed at all times when interacting with Government representatives, working in Government facilities, or representing the Government at meetings or before third parties.

## **7 Deliverables**

### ***Events, Items, Time of Delivery, Place of Delivery***

Support services shall be performed to meet the objectives stated in this task order. The Government may require the Contractor to establish time lines and milestones for

completion of tasks and data delivery dates. These shall be documented in writing and shall be binding on the Contractor. Support services and data items shall be delivered to the Government in compliance with the performance measures and quality requirements set forth in the QASP.

The following abbreviations are used in this schedule:

NLT: No Later Than

TOA: Task Order Award

All references to Days: Government Workdays

The Contractor shall deliver the data items listed in the table, below.

PWS Ref.	Event or Item Title	Delivery Time	Deliver To
	Project Start	Date of Award	CAP COR
Sec 10	Contractor Employee Non-disclosure Agreement (one for each employee assigned to work on this order)	5 business days prior to project kick-off	Electronically to the GSA ITSS System & email to the CAP COR
Sec 5 Objective 1	Kick-off Meeting	10 business days after award or as agreed by the parties	Electronically to the GSA ITSS System & email to the CAP COR
4.1.1	Kick-off meeting minutes	5 business days after the kick-off meeting	Electronically to the GSA ITSS System & email to the CAP COR
4.1.2	Project Management Plan	10 business days after Project Kickoff	Electronically to the GSA ITSS System & email to the CAP COR
4.1.3	Project Scorecards	6 weeks after Project Kickoff and Quarterly Thereafter	Electronically to the GSA ITSS System & email to the CAP COR
4.1.4	Project Status Updates	6 weeks after Project Kickoff	Electronically to the GSA ITSS System & email to the CAP COR
4.2.1	Commence Initial Agile Maturity Model Assessment	10 business days after date of award	Electronically to the GSA ITSS System & email to the CAP COR
4.2.2	Initial Agile Maturity Model Assessment Report, including recommended actions	180 calendar days after date of award	Electronically to the GSA ITSS System & email to the CAP COR
4.2.3	Updated Initial or Annual Agile Maturity Model Assessment Report,	Quarterly, following delivery of Initial Agile Maturity Model	Electronically to the GSA ITSS System & email to the CAP COR

	including recommended actions	Assessment Report at 4.2.2	
Section 4.3 all objectives	Coaching Recommendations	Submitted concurrent with 4.2.2 and 4.2.3	Electronically to the GSA ITSS System & email to the CAP COR
4.4.1	Strategic Roadmap	180 business days after project Kick-off and Quarterly, thereafter	Electronically to the GSA ITSS System & email to the CAP COR
4.4.2	Change Management Strategy and/or Target State Options and Recommendations	90 business days after project Kick-off and Quarterly, thereafter	Electronically to the GSA ITSS System & email to the CAP COR
4.4.3	Stakeholder Assessment Report	60 business days after project Kick-off, and Quarterly thereafter	Electronically to the GSA ITSS System & email to the CAP COR
4.4.4	Executive Summary	As requested by GSA COR	Electronically to the GSA ITSS System & email to the CAP COR
Sec 6 Objective 1 & Sec 7	Funds and Man-Hour Expenditure Report	10 business days after the end of the monthly accounting period	Electronically to the GSA ITSS System & email to the CAP COR.
Sec 6 Objective 1 & Sec 7	Monthly Status Report – Final	10 business days after the end of the monthly accounting period	Electronically to the GSA ITSS System & email to the CAP COR
Sec 4 all Objectives	Technical Reports / Studies	As required by Technical Directives	Electronically to the GSA ITSS System & email to the CAP COR

Note: Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The CAP COR email address will be provided in the task order award document.

### ***Data Requirements / Descriptions***

Documentation provided in response to the objectives will be in the Contractor's preferred format using standard Microsoft Office products.

### **Contractor Employee Non-Disclosure Agreement.**

The Government will provide a Non-Disclosure Agreement form. The Contractor shall furnish a signed "[Contractor Employee Non-Disclosure Agreement](#)" for each Contractor and Subcontractor employee assigned to work under this contract/order, prior to their starting work. (See Section 10)

### **Funds and Man-Hour Expenditure Report / Cost Performance Report**



This provision applies to the Labor Hour portion of this contract or order only, and not to any fixed priced line items. For all Labor Hour reimbursable line items, the contractor shall provide a Funds and Man-Hour Expenditure Report that provides the current task order accounting information indicated below. The Contractor can determine the format of the report provided it includes, at a minimum, the following information:

- Expenditures for labor and any other charges (if applicable).
- Matrix of Actual hours expended vs. planned and/or funded hours, and an explanation of significant variances between planned and expended hours. The report shall included amounts for the current monthly reporting period and the cumulative actual vs. planned hours and amounts for the entire contract/order up to the report date. (for labor hour CLINs only)
- Burn rates for the current period and the cumulative amount for the entire contract/order up to the report date. The information shall be presented in numerical and chart format for each CLIN. (for labor hour CLINs only)
- Cross-walk of work performed to amounts billed.

In addition, the Funds and Man-Hour Expenditure Report shall include labor charges for actual hours worked and Support Items (if applicable), which are authorized in the task (e.g., travel, training, etc.). Charges shall not exceed the authorized CLIN cost ceilings. The government will not pay any unauthorized charges. Original receipts shall be maintained by the contractor to support charges other than labor hours and made available to government auditors upon request.

### **Monthly Status Report (MSR)**

The contractor shall provide a MSR that briefly summarizes, by task, the management and technical work conducted during the month, as well as business information listed in the CDRL. The contractor shall provide at a minimum the following information:

- Summary of effort, progress and status of all activities/requirements by task linked to deliverables as appropriate
- New work added since the previous Monthly Status Meeting
- Brief summary of activity planned for the next reporting period
- Deliverables submitted for the period by task and linked to the milestone schedule
- All standards followed in support of the requirements
- Staffing
- Milestone updates and schedule changes, issues and/or variances.
- Problems or issues
- Government action requested or required

### **Other Reports**

Content of other reports is self-explanatory.

## **8 Additional Performance Requirements**

### ***Location of Work***

The primary place of performance is the U.S. General Services Administration building at 1800 F Street, NW, Washington, DC. Coaches must be physically present and must work on-site at the government facility to perform all interactive tasks. Interactive tasks will consume 80% or more of the Contractor's time. Coaching from a virtual location is not permitted under this task order unless otherwise approved, in writing, by the Contracting Officer or Contracting Officer's Representative. Report preparation and other non-interactive tasks may be performed at the contractor's work location.

Meetings will be held at either the Government's or the Contractor's location depending on availability and circumstances, as mutually agreed by the parties.

### ***Time of Work***

#### **Normal Hours**

For any Contractor employees working on Government facilities will normally work an 8 hour day. Their core duty hours shall be from 9:00 AM to 3:00 PM, Monday through Friday, to coordinate with Government operations. Contractor employees shall be available outside of core hours for scheduled meeting and coordination with government personnel. Otherwise, the Contractor shall be responsible for managing work hours of its employees, provided they are available when necessary to interact with Government employees.

In the event that individual tasks or subtasks require expedited performance or extended work days to meet schedule constraints or work volume, the Government shall communicate that need to the Contractor's Project Manager or Team Lead who, in turn, is responsible for managing the Contractor's labor resources to meet the schedule constraints. Communications regarding expedited performance shall be documented in writing, by email or otherwise, and included in the contract administration file. If Contractor employees are working at Government facilities and task completion deadlines require extended hours, the Government will provide authorization to occupy and use Government facilities beyond normal duty hours.

The Contractor may perform work outside the normal duty hours at its own business location(s) or at the Government furnished facilities, when so authorized. Any Contractor employee working at Government facilities shall observe federal holidays and base closures on the same dates and during the same times as the Government personnel, since Contractor employees shall not have access to the Government facilities during these days and/or times. These holidays are as follows.

#### **Holidays**

The Government shall observe the following holidays.

New Year's Day	Labor Day
Martin Luther King Jr., Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **Government Closures or Shutdown**

In the event of unplanned closure of the Government facility for any reason (e.g. natural disasters, military emergency, government shut-down, or severe weather) the Contractor shall make its best effort to mitigate loss of work time. If Contractor employees are working on the Government installation, this may be done by moving employees to an off-site location. If performance under this contract is not possible, the Contractor shall take steps to assign employees to other projects on a temporary basis or place them in leave status to minimize non-productive costs to the Government under this contract. Additional instructions may be provided by the Contracting Officer on a case-by-case basis. Disagreements between the parties resulting from Government closures shall be settled through negotiations to the maximum extent possible or shall otherwise be settled pursuant to the provisions of the Disputes provisions of this contract.

All services to be performed under this contract/order have been determined to be non-essential for performance during a Government closure or shutdown. Should the Government facility be closed, the Contractor shall be notified by either the Contracting Officer, Government Technical Representative, or a local television or radio station. The Contractor is responsible for notifying its employees about these events. Contractor employees are not to report to the Government facility if it is closed and will adhere to delays, unless otherwise specifically instructed otherwise by the Contracting Officer or Government Technical Representative.

### **Performance at the Contractor's Facilities**

Work performed at Contractor's work locations shall be performed according to the Contractor's standard commercial practice; however, the Contractor representatives at these locations must be available for interaction with Government employees between of 8 AM and 5 PM Eastern time, Monday through Friday unless otherwise agreed upon by the parties, with the exception of government designated holidays or Government closures or shutdowns.

### ***Travel***

Travel is not authorized under this task order.

### ***Limitations on Contractor Performance***

The Contractor shall NOT perform the following functions in connection with the services provided under this task order.

- Approve, decide, or sign as a Contracting Officer;
- Negotiate with Government suppliers;
- Accept or reject supplies or services;
- Determine acquisition, disposition, or disposal of Government property;
- Direct other contractor or Government personnel;
- Determine cost reasonableness, allowability, or allocability;
- Vote on a source selection board;
- Supervise government personnel;
- Approve Government requirements or plans;
- Determine government policy.

### ***Privacy Act Requirements***

Work on this project may require that Contractor personnel have access to information which is subject to the Privacy Act of 1974. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling this information. Privacy Act information is considered sensitive and appropriate safeguards shall be implemented by the Contractor. The Contractor is responsible for ensuring all contractor personnel are briefed on privacy Act requirements.

### ***Personal Services***

This is not a “Personal Services” contract as defined by FAR 37.104. The government has taken the following steps and precautions to ensure that “Personal Services” employer-employee relationships are not created between government and contractor employees during performance of this task order. Although Contractor employees who furnish services under this contract are subject to Government technical oversight, the Government shall not oversee Contractor employees but shall provide all direction through the Contractor’s designated representative(s) who is/are solely responsible for supervising and managing Contractor employees. In further compliance with this regulation –

- All government technical direction or approval of contractor initiated suggestions shall be documented using approved Task Directive Forms or another agreed upon written format.
- All government contract monitors shall communicate with the contractor through the approved contractor management representative.
- All government representatives responsible for managing this task order shall be briefed on the avoidance of personal services and those actions that represent personal services, prior to assuming their contract responsibilities.

Additionally, the Contractor shall take the following steps to preclude performing, or perception of performing “Personal Services” as stipulated in FAR 37.114(c).

- When answering the phone, Contractor employees shall identify themselves as employees of the firm for which they work, as well as giving other information such as their name or the government office they support.
- Contractor employees shall wear badges that clearly identify them as

Contractor employees, in accordance with established Government badge requirements. The badge shall be worn on the outermost garment between the neck and waist as to be visible at all times.

***Rehabilitation Act Compliance (Section 508)***

Unless otherwise exempt, all services and/or products provided in response to this requirement shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Additional information regarding Section 508 can be obtained from the following web sites.

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>  
<http://www.access-board.gov/508.htm>  
<http://www.w3.org/WAI/Resources>

***Avoidance and/or Mitigation of Actual or Potential Organizational Conflicts of Interest***

Contractor employees may have access to sensitive government information while performing this work, may be involved in reviewing and assessing the work of other contractors, and may be involved in developing specifications and work statements for subsequent or complementary work. There is a potential for organizational conflicts of interest if the Contractor has ties with firms whose work it will review or if the Contractor is subsequently awarded a contract that uses a specification or work statement that it prepared. To avoid actual or potential organizational conflicts of interest the Contractor, in conjunction with Government scheduling and oversight controls, must be able to mitigate its relationship with a firm whose work it might review during performance of this Task Order. No specific firm is currently identified but firms may be identified during the course of contract/task order performance. Additionally, the Contractor shall refrain from seeking contracts that incorporate Contractor generated specifications or work statements until it first demonstrates, to the satisfaction of the Contracting Officer,

that obtaining such other contracts will not create an actual or potential organizational conflict of interest with work performed on this task order. The Contractor shall comply with the provisions of the task order clauses entitled “Organizational Conflicts of Interest,” “Notification of Conflicts of Interest Regarding Personnel,” “Limitation of Future Contracting,” and “Annual Conflict of Interest Certification” to meet this requirement, which shall be incorporated into the Task Order. Provisions are attached.

## 9 Personnel Requirements

%%%%%%%%%%  
***NOTE: The Government, at its sole discretion, may consider substitutions and/or requests for deviation from any of the following personnel qualifications (e.g., experience in lieu of education), if to do so would be in the best interest of the Government.***  
%%%%%%%%%%

### ***Personnel Qualifications – General***

All personnel working on this contract shall meet the following minimum educational and experience requirements.

- All personnel shall have training that is appropriate for the tasks to which they will be assigned according to customary commercial practice.
- All personnel shall have experience that is appropriate for performing the tasks to which they will be assigned.

The Contractor shall furnish adequate documentation to substantiate compliance with this requirement for each assigned staff member. The Contractor shall certify as to the accuracy and completeness of the supporting documentation.

***Note: The Government Project Manager (PM) retains the right to request removal of contractor personnel, regardless of prior clearance or education adjudication status, whose actions, while assigned to this contract/task order clearly conflict with the interests of the government.***

### ***Personnel Qualifications – Agile Coaches***

Agile coaches performing under this task order shall have the following minimum qualifications.

- Experience in training Civilian federal agencies, and private industry in Agile methodologies.
- Experience in training Civilian federal agencies, and private industry in the most recent version of SAFe.
- Must be able to communicate clearly in English (read, write, speak, and understand).

- Possess a SAFe Program Consultant (SPC) certification, and preferably SPC-4 or higher, (SPC-4 certifies to the SAFe 4.0 version). [NOTE: Agile coaches having only other Agile or SAFe certifications, such as Certified Scrum Master, SAFe Agilist (SA) which is typically a prerequisite to SPC certification, SAFe Product Manager, or the Project Management Institute Agile Certified Practitioner (PMI-ACP) are NOT acceptable and will not meet this minimum qualification. CAP operates in a SAFe environment and given its enterprise complexity and high political visibility requires SPC certified coaches with experience at the enterprise level.]
- Have at least 4 or more years of experience with successfully applying SAFe with complex enterprises that have faced demonstrated difficulties transforming into high performance Agile organizations. This experience should include working with complex enterprises that are growing on an Agile Maturity path.
- Have at least 6 years of experience with other various Agile methodologies, including Scrum, and Kanban.

***Note: The Contractor is strongly encouraged to provide coaches who exhibit the coaching characteristics that are represented by The Coaching Institute (<http://www.agilecoachinginstitute.com/>) and its attached paper “Developing Great Agile Coaches Towards a Framework of Agile Coaching Competency.”***

Due to the nature of this requirement, it is anticipated that one of the Agile coaches assigned to this work will also serve as the Contractor’s Project Manager or that a separate Project Manager will be minimally involved and not billed as a direct charge.

### ***Key Personnel***

#### **Definition & List of Key Personnel**

Key Personnel are defined as those individuals who are so essential to the work being performed that the contractor shall not divert them to other projects or replaced them without receiving prior approval from the Contracting Officer. This includes substitution of those originally proposed at the time of contract/task order award\*. Substituted personnel must have equal or better qualifications than the person they replace, subject to the Government’s discretion.

The following Contractor personnel will be considered to be “Key Personnel” under this contract / delivery order.

#### **All assigned Agile Coach(es)**

*\*Note: Failure of the Contractor to furnish proposed key personnel shall be viewed as a breach of contract and may be grounds for a default determination by the Government.*

#### **Key Personnel Substitution**

The Contractor shall not remove or replace any personnel designated as key personnel without making a written request to and receiving written concurrence from the Contracting Officer. The Contractor's request for a change to key personnel shall be made at least thirty (30) calendar days in advance of any proposed substitution unless circumstances are beyond the Contractor's control and shall include a justification for the change. The request shall (1) indicate the labor category or labor categories affected by the proposed change, (2) include resume(s) of the proposed substitute in sufficient detail to allow the Government to assess their qualifications and experience, and (3) include a statement addressing the impact of the change on the Contractor performance. Requests for substitution will not be unreasonably withheld by the Government. The Government will approve initial contractor key personnel at time of award. Replacement key personnel will be approved via modification to the contract/task order. If the Government CO and the COR determine that the proposed substitution, or the removal of personnel without substitution or replacement, is unacceptable or would impair the successful performance of the work, the Contracting Officer will request corrective action. Should the Contractor fail to take necessary and timely corrective action, the Government may exercise its rights under the Disputes provisions of this contract or take other action as authorized under the provisions of this task order, the Prime contract upon which this order is based, or pursue other legal remedies allowable by law.

### ***Staff Maintenance***

It is essential that the Contractor maintain sufficient staffing levels to accomplish all required tasks. During any transition of personnel, the Contractor shall make every effort to maintain manning without loss of service days to the Government. This may necessitate the use of temporarily assigned employees to fill short term gaps between permanently assigned employees.

The Contractor is required to use and/or replace all personnel with those who meet the minimum qualifications as stipulated above, in this PWS Section 9 –Personnel Qualifications and Staff Employee Requirements, and should strive to replace departing personnel with those having appropriate and/or equal qualifications. Failure on the part of the Contractor to employ an adequate number of qualified personnel to perform this work will not excuse the Contractor from failure to perform required tasks within the cost, performance, and delivery parameters of this contract/task order.

### ***Contractor Employee Work Credentials.***

Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.



## 10 Security Requirements

### *Compliance with Security Requirements*

The contractor is required to comply with all security regulations and directives as identified herein and other security requirements as are shown elsewhere in this contract/task order.

### *Personal Identity Verification*

All individuals assigned to this task order must follow GSA's Homeland Security Presidential Directive/HSPD-12 Policy Guidelines and be able to attain and maintain a Tier2S clearance. No access shall be given to Government computer information systems and Government sensitive information without a background investigation. Accordingly, the Contractor shall comply with the following Personal Identity Verification clause.

#### **52.204-9, Personal Identity Verification of Contractor Personnel. (Jan 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

End of Clause

### *Facility Access – Identification Badges*

All contractor personnel assigned to work under this contract/task order, who will be performing work on a Government facility on a regular on-going basis, must be approved to do so. To obtain approval, the contractor must furnish the names of those employees to the COR. Once approved, each employee will be issued an identification badge by the GSA Security Office. Contractor employees must comply with all requirements of the security office that are necessary for them to obtain an identification badge.

Identification badges must be shown upon entrance into the Government facility to which contractor personnel are assigned for duty and must be worn so as to be clearly visible at all times while on the government facility. The identification badges will expire one (1) year from the date of issuance or on the date of contract and/or task completion, whichever comes first. The contractor must notify the COR immediately upon termination or transfer of any and all contractor personnel who have been issued identification badges. The contractor must return all badges to the COR, upon their expiration, upon contract/task completion, or in the event an employee is no longer assigned to this contract / task order.

### *Sensitive But Unclassified Information*

The preparation of the deliverables in this TO will be completed at a sensitive but unclassified level. Sensitive But Unclassified (SBU) information, data, and/or equipment will only be

disclosed to authorized personnel on a Need-To-Know basis. The contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to government control; destroyed; or held until otherwise directed. Destruction of items shall be accomplished by tearing into small parts; burning; shredding or any other method that precludes the reconstruction of the material. All sensitive information contained on contractor computers shall be either degaussed or shall use the Department of Defense (DOD) method of a three time overwrite of the sensitive data.

#### ***Non-Disclosure Statement***

Each Contractor employee (including temporary employees) assigned to work under this contract/order shall complete the attached “Contractor Employee Non-Disclosure Agreement”. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Government Technical Representative prior to performing any work under this contract.

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)

18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)

Public Law 96-511 (Paperwork Reduction Act)

#### ***Compliance with Security Requirements***

The contractor is required to comply with all security regulations and directives as identified herein and other security requirements as are shown elsewhere in this contract. Please refer to the below referenced Security policy documents.

GSA Information Technology (IT) Security Requirements are included in the below Security Policy Documents

- CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements

<https://www.gsa.gov/about-us/organization/office-of-the-chief-information-officer/chief-information-security-officer-ciso/it-security-procedural-guides>

- CIO 12-2018, IT Policy Requirements Guide

[https://www.gsa.gov/cdnstatic/CIO%2012-2018\\_%20IT%20Policy%20Requirements%20Guide\\_0.pdf](https://www.gsa.gov/cdnstatic/CIO%2012-2018_%20IT%20Policy%20Requirements%20Guide_0.pdf)

## **11 Quality Assurance and Quality Control**

### ***Contractor Quality Control Plan (QCP)***

Not Applicable

### ***Government Quality Assurance Surveillance Plan (QASP)***

The Government will evaluate Contractor performance under this contract / task order in accordance with the attached Quality Assurance Surveillance Plan (QASP). The purpose of this evaluation is to ensure that Contractor performance meets Government requirements. The QASP also indicates the potential decrease in compensation for unsatisfactory performance due to a reduction in value received. The Government reserves the unilateral right to change the QASP at anytime during contract performance provided the changes are communicated to the Contractor by the effective date of the change. The QASP along with its attached “Surveillance Objectives, Measures, and Expectations” and “Performance Evaluation” chart identifies evaluation procedures, PWS items to be evaluated, and the measures against which performance will be evaluated. The QASP is provided as an attachment to this PWS.

## **12 Government Furnished Items**

The Government will provide the following resources to the Contractor for task performance:

### ***Data***

The Government will provide documents, reports, database access, data, and other information as available and as required to facilitate accomplishment of work, as stated within this PWS. These include --

- CAP organizational chart and staff directory
- CAP roster of contractor teams

The contractor is responsible for obtaining data necessary to perform each task if that data is in the public domain and is not otherwise furnished by the government.

### ***Equipment – Tools - Accessories***

The Government will provide any IT equipment that is essential for performance of this contract/task order. This may include a laptop computer and an E-mail account if these are necessary for network access and communication.

***The Contractor shall immediately terminate Government LAN access and/or transfer LAN access responsibility for any employee terminated or transferred from this contract. This is a condition of GFP.***

When Government facilities are utilized in performance of this contract, the Government may provide miscellaneous office supplies (paper, pens, pencils, etc) as required.

### ***Materials***

Not applicable to this contract/order.

### ***Facilities***

When Government facilities are utilized in performance of this contract, the Government

will provide a work space (desk, chair, lighting) and network access.

Workspace at the GSA Headquarters uses the open office concept and is available on a first-come, first-serve basis or is available through the BookIt reservation system.

The contractor shall return the facilities to the government in the same condition as received, fair wear and tear and approved modifications excepted. These facilities shall only be used for performance of this contract.

***NOTE: All Government-provided products and facilities remain the property of the Government and shall be returned upon completion of the support services. Contractor personnel supporting this requirement shall return all items that were used during the performance of these requirements by the end of the performance period.***

#### ***Safeguarding Government Furnished Property - Physical Security***

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, Government facilities, property, equipment and materials shall be secured. The Contractor shall be responsible for any damage caused by his personnel to the building, finishes, furnishings, equipment, etc., and shall repair, clean, replace, or restore damaged items to the condition existing immediately prior to the item being damaged.

#### ***Training***

During the course of this contract / order the Government may require Contractor employees to receive specialized training in areas necessary to allow the Contractor to fulfill the requirements of this contract / order (e.g., Government unique software or software tools, security training). In such cases, Government mandated training shall be considered part of this contract. Such training will be provided by the Government either at no cost to the Contractor or as an allowable cost. Employee time is chargeable during training.

***NOTE: The Contractor shall be responsible for the supervision, training and guidance of its personnel to accomplish this contract/order. Unless specialized training is specifically identified and authorized by the Government, in writing, the Contractor shall not bill the Government as a direct charge to a specific task for employee time spent in training or for the costs of such Contractor required training that is necessary for job eligibility.***

#### ***Government-Furnish Services***

Not Applicable

### **13 Government Delays in Reviewing Deliverables or Furnishing Items**

If contractor performance or submission of deliverables is contingent upon receipt of government

furnished items (data, equipment, materials, facilities, and support) or input, or upon government review and approval of interim items or draft documents (collectively referred to as Government Performance), the government shall specify when it will provide such items or input, or the time it will need to perform reviews or give approvals. If the government fails to meet item, input, review, or approval deadlines, contractor performance or submission of deliverables shall automatically be extended one calendar day for each day of government delay. The contractor shall promptly advise the Contracting Officer of any delays in receipt of government furnished items, input, reviews, or approvals. If dates for Government performance are not specified in this contract/order or associated task directives, this clause will not apply, and contractor delays must be handled or negotiated under other provisions of this contract or order.

## **14 Notices**

### ***Contracting Officer's Representative (COR)***

The work to be performed under this contract is subject to monitoring by an assigned Contracting Officer's Representative (COR). The COR appointment letter, outlining the COR's responsibilities under this contract/order, will be provided to the contractor under separate cover upon request. Questions concerning COR appointments should be addressed to the Contracting Officer.

### ***Government – GSA Technical Representatives - Task Management***

In addition to the COR, the Government may assign one or more project officers or technical experts to monitor the work under this contract/task order. The Government Technical Representative may participate in project meetings and review task order deliverables and may provide technical assistance and clarification required for the performance of this task. Refer to the attached QASP for specific information on project monitoring.

## **15 Contact Information**

### ***Contractor Contacts***

[To be added at time of contract award.]

### ***Government Contacts***

#### **Contracting Officer's Representative**

Mr. Dedrick Moone

1800 F St NW

Washington DC 20405

Phone: 202-253-0887

Email: [dedrick.moone@gsa.gov](mailto:dedrick.moone@gsa.gov)

#### **Contracting Officer**

Primary

Ms. Julie Green, Contracting Officer

230 South Dearborn Street, Rm 3800

Chicago, Illinois 60604  
Phone: 312 / 353-7036  
Fax: 312 / 886-3827  
Email: julie.green@gsa.gov

Alternate  
Mr. Eben Greybourne, Contracting Officer  
230 South Dearborn Street, Rm 3808  
Chicago, Illinois 60604  
Phone: 312 / 886-3811  
Fax: 312 / 886-3827  
Email: eben.greybourne@gsa.gov

## **16 Additional Provisions**

### ***Data Rights***

The Government shall have unlimited right to all data generated and delivered under this contract or order. This data shall not be used, published, or distributed by the Contractor without specific permission from the Government.

Additionally, all documented processes, procedures, tools and applications, developed under this Performance Work Statement (PWS) are the property of the Government. All text, electronic digital files, data, new capabilities or modifications of existing applications, source code, documentation, and other products generated, modified or created under this contract shall become the property of the Government. The Government shall have unlimited rights to all such information/deliverables.

The Government shall have the right to use all commercially developed and privately funded data delivered under this contract or order in accordance with, and subject to, the published agreements and restrictions that accompany that data.

### ***Limited Use of Data***

All data delivered or made available to the Contractor as Government Furnished Data shall remain the property of the Government and shall only be used by the Contractor in the performance of this contract or order. The Government retains all rights to Government Furnished Data.

At the conclusion of this contract/order all Government Furnished Data shall be dealt with according to the disposition instruction provided by the Contracting Office. If the Contracting Officer fails to provide disposition instruction for Government Furnished Data within thirty days of contract/task order end, the Contractor shall return all hard copy data and delete or otherwise destroy all electronic data.

### ***Proprietary Data***

The Contractor shall not employ the use of any proprietary data or software in the

performance of this contract without the advanced written consent of the Contracting Officer.

### ***Intellectual Property***

The contractor shall provide all materials and deliverables free of markings, to include, but not limited to, intellectual property claims/markings, copyright claims/markings, or corporate proprietary claims/markings. The contractor can provide a deliverable document to the Contracting Officer and the COR with proposed markings. The Contracting Officer will consider the request and approve or deny the request.

### ***Inspection and Acceptance***

Inspection and acceptance will occur in accordance with the clause entitled Inspection of Services – Time and Material and Labor Hour (FAR 52.246-6) or Inspection of Services – Fixed Price (FAR 52.246-4), as applicable to this task order. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the Government Technical Representative’s findings within five (5) work days of normally scheduled review. Unacceptable or unsatisfactory work will be handled as outlined in the QASP. Acceptance of invoices shall constitute acceptance of performance.

Inspection and acceptance shall be at destination.

### ***Contract Type***

This task order/contract will be awarded using a combination firm fixed price and labor hour contract type.

### ***Ceiling Price Notification***

Per clause 52.323-7, Payments under Time-and-Materials and Labor-Hour Contracts, the contractor is reminded – “If at any time the Contractor has reason to believe that the hourly rate payments and travel costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.”

### ***Task Order Funding***

It is anticipated that the task order will be fully funded.

### ***Material and Material Handling Costs***

Not applicable to this task order.

***Productive Direct Labor Hours***

The Contractor shall only charge for labor hours when work is actually being performed in connection with this Task Order and not for employees in a “ready” status only. For this task order 1 FTE (full time equivalent) = 1960 labor hours.

***Invoicing and Payment***

The following provision applies and is incorporated into this order by reference - FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts

The Contractor may invoice for items upon their delivery or services when rendered. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures which shall be included in the contract/task order award. The invoice shall reflect the complete project or item charges.

***Payment for Unauthorized Work***

The Contractor will not be paid for the performance of work that is not authorize under this Task Order. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor on their own volition or at the request of an individual other than a duly appointed CO, COR, or Government Technical Representative. Only a duly appointed CO is authorized to change the specifications, terms, or conditions under this effort.

***Payment for Correction of Defects***

The Contractor will not be paid profit on re-performance of any defective or deficient work.

**Attachments**

***QASP (Quality Assurance Surveillance Plan)***



### Attachment 3 Schedule of Items and Prices of ID16200002

The resultant order will included the following Schedule of Items and Prices and will be p  
Base Period:

CLIN 1001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 1002: Agile Coach, NTE 980 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Option Period 1:

CLIN 2001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 2002: Agile Coach, NTE 1960 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Option Period 2:

CLIN 3001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 3002: Agile Coach, NTE 1960 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Note: The Contractor will only perform labor hour work after receiving written authorization to proceed by task order

**Offeror: Please complete the section below:**

Base Period:

CLIN 1001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 1002: Agile Coach, NTE 980 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Total Base Period

Option Period 1:

CLIN 2001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 2002: Agile Coach, NTE 1960 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Total Option 1 Period

Option Period 2:

CLIN 3001: Agile Coach, 1 FTE, rate = \$XX.XX Total FFP = \$XX.XX

CLIN 3002: Agile Coach, NTE 1960 Hours, rate = \$XX.XX, Total NTE Amount = \$XX.XX

Total Option 2 Period

Total Base and Option Periods

populated with the offeror's agreed upon rates/dollars.

modification or direction given by the Contracting Officer.

8(a) STARS 2 GWAC L-CAT Name	8(a) STARS 2 L- CAT Rate	Discount %	Difference between 8(a) STARS 2 and Offered Rate
------------------------------------	-----------------------------	------------	--

Offered Rate	Hours	Dollars
-----------------	-------	---------

	1920	
	980	

	1920	
	1920	

	1920	
	1920	

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.** As prescribed in [4.2105\(a\)](#), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**TEMPLATE INSTRUCTION PAGE**  
**FAIR OPPORTUNITY NOTICE (FON) FAR SUBPART 16.505**

## Fair Opportunity Notice

### ITSS Order #

1. **GENERAL INFORMATION:** This is a Fair Opportunity Notice to request a quote to process a task order against the 8(a) STARS II Government-Wide Acquisition Contract (GWAC) under Federal Acquisition Regulation (FAR) Subpart 16.505, Ordering. By submission of a quote, the contractor accedes to all Fair Opportunity Notice requirements. Contractors shall clearly identify any non-material exceptions to the notice terms and conditions and provide complete accompanying rationale. A quote that takes exception to any of the material terms and conditions will be considered unacceptable and will not be awarded. The resultant task order will be issued by the General Services Administration, Federal Acquisition Service, Region 5 Contracting Division as an acquisition on behalf of the General Services Administration's Office of Systems Management, Common Acquisition Platform program office for Agile Coaching and Transformation Services. This notice is not authorization to begin performance and in no way obligates the Government for any costs incurred by the contractor for this requirement. The Government reserves the right not to award a task order as a result of this notice.
  - 1.1. **CONTRACT # AND VEHICLE:** GS-06F-0674Z, 8(a) STARS II Government-wide Acquisition Contract
  - 1.2. **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE:** 541519 Other Computer Related Services
  - 1.3. **EXTENT OF COMPETITION:** This solicitation will be based on:
    - ☐ Fair opportunity procedures
    - ☒ An Exception to Fair opportunity
  - 1.4. **TYPE OF TASK ORDER:** Combination Firm Fixed Price (FFP) and Labor Hours (LH)
  - 1.5. **TYPE OF SERVICES:** Commercial and Unclassified
  - 1.6. **REQUIREMENT DESCRIPTION:** As specified within the Performance Work Statement (PWS) Attachment 1
  - 1.7. **PERIOD OF PERFORMANCE:**
    - 3-17-2020 - 3-16-2021
    - 3-17-2021 - 3-16-2022
    - 3-17-2022 - 3-16-2023
  - 1.8. **ISSUING OFFICE POINTS OF CONTACT:**
    - Ms. Julie Green
    - Contracting Officer
    - U.S. General Services Administration
    - Federal Acquisition Services, Great Lakes Region
    - Contracting Division
    - 230 S. Dearborn Street, Suite 3300
    - Chicago, IL 60604
    - Office Phone: 312-353-7036

**Fair Opportunity Notice**

**ITSS Order #**

Email: [julie.green@gsa.gov](mailto:julie.green@gsa.gov)

Mr. Dedrick Moone  
Program Manager  
U.S. General Services Administration  
Federal Acquisition Services  
Common Acquisition Platform Program Office  
1800 F Street NW  
Washington, DC 20405  
Phone: 202-253-0887  
Email: [dedrick.moone@gsa.gov](mailto:dedrick.moone@gsa.gov)

- 1.9. ESTIMATED STAFFING REQUIREMENTS:** For indicating scope of work only, the estimated staffing levels for approximately one year are 1 FTE Agile Coach that will be procured on firm fixed price basis and a second part time Agile Coach that will be procured on a labor hours basis. For the second and third option periods 1 FTE Agile Coach is planned on a firm fixed price basis and 2<sup>nd</sup> Agile Coach that will be procured on a labor hours basis up to 1960 hours/each option period. This is provided for informational purposes only and is not a requirement for contractors to quote at these staffing levels. While proposing a different level of effort is determined by the contractor's technical approach, any deviations +/- 5% must be addressed within the quote.
- 1.10. INCUMBENT CONTRACT INFORMATION:**  
Ascella Technologies, Inc.
- 2. SUBMISSION INSTRUCTIONS:** Non-conformance with the below instructions and quote content requirements may result in immediate removal from competition.

  - 2.1. DUE DATE:** The contractor shall submit its quote before the due date and time listed in GSA eBuy. Late quotes will be processed in accordance with FAR 52.212-1(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.
  - 2.2. QUESTIONS:** All questions regarding this solicitation shall be submitted in email no later than 2/17/2020 to the POCs at the email addresses provided above. Questions shall be provided via email to both POCs listed in this FON.
  - 2.3. QUOTE SUBMISSION PROCEDURES:** All quotes must be submitted via eBuy. In order for eBuy to interface and upload your quote into the Assisted Acquisition Services Business System (AASBS), contractors must ensure they and their GWAC contract are registered in AASBS. Registration must be completed using the same Username (first/last name), Vendor Company, DUNS Number, and Contract Number referenced in the Quote submittal. Contractors that submit a quote but fail to properly register in the AASBS Portal will result in an "Unregistered Vendor Quote." An award cannot be made to an "Unregistered Vendor Quote." An "Unregistered Vendor Quote" may be considered as failure to submit a quote and will result in the contractor's immediate removal from



## Fair Opportunity Notice

### ITSS Order #

competition. If registration is required and/or technical assistance is needed, contact the AASBS Portal Help Desk at 1-877-243-2889.

**2.4. MINIMUM ACCEPTANCE PERIOD:** Quotations shall be available for Government acceptance for a period of no less than 60 calendar days.

**2.5. FORMAT:** Quotes shall be broken into the following two volumes with the page limits as specified below:

Quotes must –

- Confirm that the offeror will furnish the item(s) or services described in this Performance Work Statement.
- If individual contractor personnel are proposed for this effort, provide applicable management and staffing information.
  - Identify the personnel who are proposed for each labor category.
  - Include resume for each identified key personnel
  - Identify any proposed teaming or subcontracting arrangements.
- Confirm that the offeror will perform work and deliver items according to the government's work statement and delivery schedule.
- Verify compliance with an security requirements identified in the PWS or SOW.
- Complete Attachment 3- Schedule of Items and Prices. Offeror shall provide the offered firm fixed-price and labor hours of the item(s) based on the Government-wide Acquisition Contract (GWAC) pricing. The price quote shall reflect the complete costs to perform the stated requirements.

*Note: If travel is identified in the PWS/SOW the following stipulations apply. Local travel from a contractor employee's residence to the contractor's work location or government work location is not reimbursable. Travel to remote locations (farther than 50 miles from the place of work) is reimbursable and shall be approved prior to travel and performed and reimbursed according to the Joint Travel Regulations (JTR) and applicable provision in the GWAC.*

- Reference the Solicitation number provided in the title of this document.
- Complete Attachment 4 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- Identify any other contract/task order that contractor has with either CAP or OSM and provide an Organizational Conflict of Interest Statement and Organizational Conflict of Interest Mitigation Plan, if applicable to address how any potential conflict of interest would be mitigated.
- Warranty: provide a copy of the offeror's commercial warranty, if applicable.
- Confirm compliance with Section 508 of the Rehabilitation Act of 1973. *[All services and/or products provided in response to this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194).]*
- Confirm SAM (System for Award Management) registration. *[The Contractor must*

## Fair Opportunity Notice

### ITSS Order #

*be registered in SAM to receive an award in response to this solicitation. Vendors may register at <http://www.sam.gov>.]*

- Confirm compliance with the terms and conditions contained in this solicitation and its supporting documents.

**2.6. PAGE LIMITATION EXCLUSION:** not applicable.

**2.7. QUOTE ORGANIZATION:** The quotation in its entirety shall be organized to correspond with the evaluation criteria and submitted in an 8½-in X 11-in format, using 12-point Times New Roman type, and 1-inch margins.

### **3. EVALUATION REVIEW:**

**3.1.** The quote will be reviewed for compliance with the PWS, GWAC, provisions and pricing. Additionally, quoted labor categories, level of effort, labor mix, labor rates, and prices or quoted item prices (whichever apply) will be verified to ensure that they are appropriate to perform the work, fair and reasonable.

**4. EVALUATION PROCESS/BASIS OF AWARD:** not applicable

### **5. ATTACHMENTS:**

**5.1.** Attachment 1 - Performance Work Statement (PWS)

**5.2.** Attachment 2 - Quality Assurance Surveillance Plan (QASP)

**5.3.** Attachment 3 – Schedule of Items and Prices Template

**5.4.** Attachment 4 – FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

### **6. TERMS AND CONDITIONS:**

**6.1. SCHEDULE CONTRACT TERMS AND CONDITIONS:** All applicable and required contract clauses and terms and conditions from the contractor's GSA GWAC automatically flow down to all 8(a) STARS II Task Orders, based on their contract type, statement of work, completion requirements, commercial and dollar value as of the date the solicitation is issued.

**6.2. PROVISIONS INCORPORATED BY REFERENCE:** The following provisions are incorporated by reference with the same force and effect as if provided in full text:

FAR 52.217-5, Evaluation of Options (Jul 1990)

**6.3. PROVISIONS IN FULL TEXT:** The following provisions are incorporated in full text:

FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb 1998)  
(Required if any provisions are incorporated by reference)

## Fair Opportunity Notice

### ITSS Order #

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quote. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quote.

**52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.** As prescribed in [4.2105\(a\)](#), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM)

## Fair Opportunity Notice

### ITSS Order #

number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

**6.4. CLAUSES INCORPORATED BY REFERENCE:** The following clauses are incorporated by reference with the same force and effect as if provided in full text:

FAR	TITLE	DATE
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.212-4	Contact Terms and Conditions - Commercial Items, Alternate I	JAN 2017
52.217-5	Evaluation of Options	JUL 1990
52.224-2	Privacy Act	APR 1984
52.227-14	Rights in Data – General	MAY 2014
52.232-18	Availability of Funds (Apr 1984)	APR 1984
52.232-19	Availability of Funds for Next Fiscal Year	APR 1984
52.232-33	Payment by Electronic Funds Transfer -System for Award Management	JUL 2013
52.237-2	Continuity of Services	JAN 1991
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996

## Fair Opportunity Notice

### ITSS Order #

52.245-1	Government Property	JAN 2017
52.246-4	Inspection of Services - Fixed Price	AUG 1996
52.246-6	Inspection -Time and Material and Labor Hours	MAY 2001

Upon request, the Contracting Officer will make the full text of the clauses available.

## GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM),

### CLAUSE INCORPORATED BY REFERENCE

The full text of a clause may be accessed electronically at the GSAM website:

<https://www.acquisition.gov/gsam/gsam.html/>

GSAM	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUN 2016
552.232-25	Prompt Payment	NOV 2009
552.232-39	Unenforceability of Unauthorized Obligations (FAR Deviation)	FEB 2018
552.232-78	Commercial Supplier Agreements Unenforceable Clauses	FEB 2018
552.237-73	Restriction on Disclosure of Information	JUN 2009

#### 6.5. CLAUSES IN FULL TEXT: The following clauses are incorporated in full text:

FAR 52.217-8, Option to Extend Services (Nov 1999) The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the task order. (end of clause)

FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (end of clause)

## Fair Opportunity Notice

**ITSS Order #**

### ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information to the Contracting Officer.

(b) The Contractor further warrants that it has no current contracts with the **GSA Common Acquisition Platform (CAP)**. If the Contractor has other contracts with **GSA Common Acquisition Platform (CAP)** it will notify the Contracting Officer and provide a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize any actual or potential conflict of interest.

(c) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(d) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(e) Remedies - The GSA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

### NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

## Fair Opportunity Notice

### ITSS Order #

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the GSA Contracting Officer's Representative (COR) and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each GSA Contracting Officer's Representative (COR) and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

## LIMITATION OF FUTURE CONTRACTING

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into any contract with or for the **GSA Common Acquisition Platform (CAP)** without first providing a description of actions which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize any actual or potential conflict of interest with regard to performance of this contract to the Contracting Officer and receiving approval to proceed.



## **Fair Opportunity Notice**

### **ITSS Order #**

(c) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

## **ANNUAL CONFLICT OF INTEREST CERTIFICATION**

(a) The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to GSA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under this contract of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer.

(b) The initial certification shall be submitted with the Contractor's proposal and shall cover the one-year period from the date of contract award. All subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the



## **Fair Opportunity Notice**

### **ITSS Order #**

contract. The certifications must be received by the Contracting Officer prior to the commencement of each annual or option contract period.

#### **6.6. Quality Assurance / Quality Control**

An order resulting from this solicitation will be subject to the quality assurance and quality control provisions of the Contractor's Quality Control Plan (if required by the PWS/SOW) and the Government's Quality Assurance Surveillance Plan.

#### **6.7. Invoicing and Payment**

Invoicing and payment information will be provided in the resulting task order.

#### **6.8. Proposal Preparation and Pre-Award Costs**

This RFQ does not commit the Government to pay any quote preparation and submission or other pre-award costs.

#### **6.9. Representations and Certifications**

The Government shall rely on the offeror's Representations and Certifications, as submitted in response to the applicable GWAC contract when making any award based on this solicitation.

#### **6.10. Funding**

The Government intends to fully fund this requirement. In the event the Government is unable to fully fund this requirement, the appropriate incremental funding provisions will be included in the task order award.

#### **6.11. Privacy**

Information received by the Government, from vendors, in response to this solicitation that is subject to the Privacy Act shall be used in complete accordance with all rules of conduct as applicable to Privacy Act Information.

# **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

**FOR**

**Task Order ITSS Solicitation # ID16200004  
Agile Coaching and Transformation Services**

**A procurement by the  
U.S. General Services Administration  
Region 5 Federal Acquisition Service, Contracting Division  
on behalf of  
GSA Office of Systems Management, Common Acquisition Platform  
Washington, D.C**

**NAICS 541519 – Other Computer Related Services  
D399 IT and Telecom- Other IT and Telecommunications**

## **Introduction**

This QASP (Quality Assurance Surveillance Plan) has been developed in accordance with FAR 46.4.

This QASP has been developed to provide an effective and systematic method for monitoring, evaluating, and documenting contractor performance of the requirements in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) of this task order. The government will monitor contractor performance to assess the acceptability of the services provided or items delivered and not the details of how the contractor accomplishes the work.

The Government retains the right to inspect all services and supplies furnished under this contract / order in accordance with the provisions of the contract regardless of their specific inclusion in this QASP.

## **Contractor Responsibility**

The contractor, and not the government, is responsible for managing work, ensuring that performance is satisfactory and compliant with contract provisions, and performing quality control and quality assurance functions to ensure that products and/or services meet contract requirements. Additionally, the contractor is responsible for taking all actions necessary to correct unsatisfactory, deficient, or non-compliant work.

## **Surveillance Monitoring**

Contractor performance under this task order will be monitored by the GSA Contracting Officer's Representative (COR).

Surveillance methods will include review and analysis of services and end items, monitoring timeliness of deliveries, and observance of management practices and professionalism exhibited by contractor employees. The specific performance objectives are listed and described in the PWS/SOW/SOO or in the attached Surveillance Objectives, Measures, and Expectations (if applicable).

## **Responsibilities of the Contract Monitors**

- A. The Contracting Officer's Representative (COR), with assistance from subject matter experts (SMEs) if required, is responsible for monitoring, evaluating, and documenting contractor performance. The COR shall perform the following functions.
  - 1. Discuss performance requirements with the contractor during the pre-performance conference.
  - 2. Establish a schedule for routine monitoring events, if applicable.
  - 3. Review, monitor, and evaluate all items (services performed, work products, and/or delivered items) as listed in the PWS/SOW/SOO in accordance with the stated performance measures. Verification of the level of performance compliance shall be performed by analysis, demonstration, inspection, or test. The evaluator shall determine the degree to which contractor performance meets the established performance standards.

4. Verify timeliness of deliveries and performance.
5. Hold performance assessment meetings with the government SMEs and management, if required.
6. Complete and/or compile performance documents for each evaluation period. These documents include—
  - a. The Contractor's Monthly Project Status Reports, if applicable.
  - b. The Contractor's Monthly Labor Hour and Expenditure Report, if applicable.
  - c. The Contractor Performance Report (using the CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report, or other approved reporting document) - The Contractor Performance Report should be completed by the COR within two weeks after the end of each evaluation period. The Contractor Performance Report is to include the following information.
    - (1) Contract or Order number
    - (2) Dates of the evaluation period.
    - (3) The standards and measures used to make performance evaluations.
    - (4) Input from the contract monitors, COR and any assisting SMEs, including--
      - (a) Observations of performance (positive, acceptable, negative, unacceptable, including both successful achievements and deficiencies) in each of the areas listed on the Performance Evaluation Report. This can include observations and input from stakeholders and those reliant upon or recipients of the contractor's performance.
      - (b) Notation of deficiencies or non-compliance with contract or delivery order provisions, statement of work requirements, or task directives. These notations will include a narrative describing the deficiencies or non-compliance, a reference to the contractual provisions or requirement related to the deficient or non-compliant performance, and date the deficiency or non-compliance was discovered or became known.
    - (5) The date and signature of the COTR, CR and/or ACR on each entry.
  - d. Documentation of the date and time the contractor is notified of any deficiency. This documentation shall include a copy of the written deficiency notification sent to and acknowledged by the contractor.
  - e. Documentation of the date and time the contracting officer is notified of any contractor deficiency.
  - f. Documentation of the action(s) or inaction(s) taken by the contractor to correct any deficiency.
  - g. Documentation shall be made on the Performance Evaluation Report (or AF Form 372, if applicable).
7. Ensure that the narrative of all observations is accurate and factual in every respect. The narrative shall be legible and provide the evaluator's observations, evaluation, and conclusions in precise descriptive language. Generalities, personal opinions and vague or ambiguous statements are not acceptable.
8. Provide an updated copy of the Contractor Performance Report to the requiring agency's program manager and to the contracting officer upon completion of the evaluation.
9. Meet with the contracting officer to—
  - a. Report the results of contractor surveillance.

- b. Report the requesting agency's acceptance of services.
- c. Determine the government's plan of action in the event of unacceptable, unsatisfactory, deficient, or non-compliant contractor performance.

10. Recommend needed changes to the QASP to the Contracting Officer.

- B. Any assigned technical monitors shall promptly notify the GSA COR should any significant contractor performance problem arise or become known between scheduled evaluation events.
- C. The contract monitors are to be objective, fair, and consistent in evaluating contractor performance.
- D. Upon completion of the contract or task order, all surveillance documentation shall be included in the contract file along with all other contract documents, i.e., Statement of Work and addenda, contract/task order and all modifications, meeting reports and minutes, correspondence pertaining to this contract or order, etc.
- E. Contractor performance and surveillance documentation can be used to complete Contractor performance evaluations that are submitted to the past performance data base.

### **Taking Corrective Actions.**

The government will promptly notify the contractor of any unsatisfactory, unacceptable, deficient, non-conforming, or non-compliant performance or deliverables. The contractor shall have the opportunity to review the government's determination and provide comments.

Any contractor performance problems that result from the failure of the government to fulfill any of its obligations under the contract or order, upon which contractor performance is dependent, will not be assessed and documented as contractor deficiencies or non-compliance, to the extent of Government liability.

The contractor shall be responsible for correcting all unsatisfactory, unacceptable, deficient, or non-compliant performance. For firm fixed-price contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be the sole responsibility of the Contractor. For Labor-Hour contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be reimbursed at the approved labor hour rate less an amount for profit, as prescribed by paragraph (f) of the clause entitled Inspection—Time-and-Material and Labor-Hour (May 2001)(FAR 52.246-6), which is included in this contract.

Disputes between the Contractor and the COR / Agency Representative regarding surveillance results should be referred to the Contracting Officer.

Failure of the contractor to take appropriate and timely corrective action will result in the government's issuance of cure or show-cause notices or pursue other remedies set forth in the provisions of the contract or as provided by law.

When unsatisfactory work is not corrected or unacceptable work is not re-performed to the Government's satisfaction, in addition to other available remedies, the Government may negotiate a reduction in the contract or task order price to reflect the reduced value received.

Additionally, the government reserves the right to include any incidents of unsatisfactory, unacceptable, deficient, or non-compliant performance, especially if uncorrected, in the contractor's past performance record.

## **Revisions to this QASP**

This QASP and its accompanying Surveillance Objectives, Measures, and Expectations, and Contractor Performance Report format shall remain unchanged during the life of this contract or order unless modified to provide clarification or to reflect changes in the PWS/SOW/SOO or other contractual provisions. All modification will be implemented by a contract or order modification signed by the Contracting Officer and the Contractor. Revisions to this QASP are the joint responsibility of the Contracting Officer, COR, and requiring agency representative.

# **SURVEILLANCE OBJECTIVES, MEASURES, AND EXPECTATIONS**

## **- SERVICES -**

### **PERFORMANCE OBJECTIVE**

The Contractor shall perform the services necessary to perform the work set forth in the PWS/SOW/SOO.

### **PERFORMANCE MEASURES**

Contractor performance will be evaluated using the following measures, consistent with CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report requirements.

#### **1. Quality:**

(This is a multi-faceted performance measure that includes work excellence, completeness, effectiveness and document format and clarity.

(Excellence) Using this measure, the Government will assess the degree to which the work performed and items or documents delivered achieve a standard of excellence or adhere to rules established by a recognized authority as a standard of performance. For example, documents will be assessed to determine the degree to which they are technically sound and free of typographical, grammatical, mathematical, and conceptual errors. Using this measure, the Government will also evaluate the degree to which the required document(s) is suitable for assessing the impacts of all reasonable alternatives and how well the recommendations will meet the intended purpose(s).

(Completeness) Using this measure, the Government will assess the degree to which the Contractor identifies, includes, addresses and/or performs all pertinent aspects of the work or all pertinent elements of delivered items, data, or services. Using this measure, the Government will also assess the degree to which the Contractor performs all stipulated or planned activities and captures the results of those activities in the various documents that are to be delivered.

(Effectiveness) Using this measure, the Government will evaluate the degree to which the Contractor's performance (work, products, and data submissions) meets all goals and objectives established in both the PWS (Performance Work Statement), Government Task Directives, and in any required Contractor's project planning documents (e.g., assessments, analysis, project plan, WBS, or execution recommendations).

(Format & Clarity) Using this measure, the Government will assess the design, flow, matrix, and/or layout used by the Contractor to present data (whether presented physically, orally, or electronically). This assessment will focus on the degree of clarity and logical organization with which the data is presented and whether or not the format facilitates easy review and use of the material. Using this measure, the Government will assess the degree to which material presented in documents (narrative, tables, diagrams, footnotes, photographs, etc.) are easy to understand by the intended audience.

## **2. Schedule/Timeliness:**

Using this measure, the Government will assess the degree to which the Contractor meets or exceeds the delivery schedule.

## **3. Cost Control:**

Using this measure, GSA will assess the degree to which the Contractor is able to control costs and accomplish the work at a lower cost than estimated and established in the task order budget without compromising other aspects of performance, e.g., while maintaining quality and timeliness.

[Note: This measure allows for a flexible assessment of costs.]

[Note: This factor will not be evaluated if all work is performed on a fixed price basis.]

## **4. Business Relationship:**

Using this measure, the Government will assess the level of professionalism exhibited by the Contractor staff in interactions with Government and other personnel in connection with work being performed under this order or contract.

## **5. Management:**

Using this measure, the Government will assess the degree to which the Contractor's management is able to competently direct the work, resolve problems, interface with government program managers and technical experts, and balance the resource triangle of quality, schedule, and cost.

## **6. Utilization of Small Business:**

Using this measure, the Government will assess the degree to which the Contractor uses small businesses to perform the work in comparison to proposed small business use.

[Note: This factor will not be evaluated if all work is performed by the prime contractor.]

## **7. Security:**

Using this measure, the Government will assess the degree to which the Contractor complies with all required security measures and specifications. Using this measure the government will also assess security incidents and violations and subsequent corrective actions taken by the Contractor.

# **PERFORMANCE EXPECTATIONS**

Performance will be evaluated against a Performance Criteria Matrix (if provided in the PWS/SOW/SOO or as a separate document) and/or the following Satisfactory Performance Expectations.

## **Satisfactory Performance Expectations:**

The Government will rate the contractor's performance by comparing it against the following expectations for satisfactory performance. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds these satisfactory performance expectations.

## **Quality:**

The work described and the deliverables listed in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) shall be performed per applicable regulations, industry standards, and contract/task order requirements.



The content of data deliverables shall address all of the areas and topics prescribed by the PWS/SOW/SOO. The information in the document(s) shall focus on the solution to the Government's need. Material in the documents should be appropriate and pertinent for the scope of the subject being addressed. Documents shall be submitted in the format described in the PWS/SOW/SOO.

If required by the PWS/SOW/SOO, planning documents shall reflect an adequate understanding of the subject matter and of planned and potential activities for this project. Planning documents shall address alternatives and present sound and workable conceptual and technical conclusions and recommendations that are supported by the data acquired during the investigation portion of this project.

Reports shall capture and clearly convey the information they are intended to address per the requirements of the PWS, e.g., project status and milestone updates, problems and solutions, financial and travel information, etc.

The document format should be well organized and clear, making the information easy to find and use. However, draft formats may need minor revision and some information may not be immediately identifiable. These problems should only require minimal effort to correct prior to final submission. Ideas will be logically presented. Documents should contain few, if any, technical errors or inconsistencies between the information presented and that contained in the source documents or raw data. Document(s) will be grammatically and mathematically correct, although drafts may contain errors that require minor editing changes or corrections prior to final submission. Document content shall be consistent with common practice and industry or other established standards or protocols.

**Schedule/Timeliness:**

The Contractor shall perform work and submit the required documents by the time stated in the delivery schedule of the task order.

**Cost:**

Final costs of performance shall be within the agreed upon and approved budget.

**Professionalism:**

All interactions between Contractor personnel and Government personnel shall be professional and appropriate.

**Management:**

Management will be responsible, responsive, and pro-active in directing the work, resolving problems, interfacing with government program managers and technical experts, and balancing the resource.

**Small Business Utilization:**

The Contractor shall use small business to the degree originally proposed.

**Security:**

The Contractor shall comply with all required security measures and specifications and there shall be no security incidents and violations.

## **PERFORMANCE EVALUATION**

The COR, or other Government representative responsible for evaluating Contractor performance, shall complete a contractor performance evaluation at least on an annual basis using the CPARS (Contractor Performance Assessment Reporting System) evaluation form. The report shall address each of the applicable performance measures as they specifically apply to the work described and deliverables furnished in conjunction with this contract/task order. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds the above stated satisfactory performance expectations. Evaluation results will be provided to the contractor in their annual CPARS evaluation.